

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE

REGIONS BANK,)
)
Plaintiff,) Case No. _____
)
v.)
)
CURT D. JONES and KAY A. JONES,)
)
Defendants.)

COMPLAINT

COMES NOW Plaintiff Regions Bank (“Regions Bank”) and for its complaint against Curt D. Jones and Kay A. Jones states as follows:

THE PARTIES

1. Plaintiff Regions Bank is an Alabama banking corporation. Regions Bank is the successor in interest to AmSouth Bank.
2. Upon information and belief, Defendant Curt D. Jones is a citizen of Tennessee and resides at 1090 Laurel Knoll Court, Brentwood, Tennessee 37027.
3. Upon information and belief, Defendant Kay A. Jones is citizen of Tennessee and resides at 1090 Laurel Knoll Court, Brentwood, Tennessee 37027.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(a) in that there is complete diversity of citizenship between the parties and the matter in controversy, exclusive of interests and costs, exceeds the sum of \$75,000.00, all as more fully set forth herein.

5. Venue is proper in the Middle District of Tennessee pursuant to 28 U.S.C. § 1391(a)(1), in that Curt D. Jones and Kay A. Jones both reside in Tennessee.

ACTION ON PROMISSORY NOTE

6. On or about April 10, 2007, for good and valuable consideration, Curt D. Jones and Kay A. Jones (collectively hereinafter referred to as "Jones") executed a promissory note in favor of Regions Bank in the original principal amount of \$500,000.00 (the "Note") together with interest on the unpaid outstanding principal balance from April 10, 2007 until paid in full. A true and accurate copy of the Note is attached hereto as Exhibit A and incorporated herein by reference.

7. Regions Bank is the payee, owner and holder of the Note.

8. Jones has defaulted on the Note by failing to make payments as required by the terms of the Note and by failing to make payments in response to demand by Regions Bank.

9. Pursuant to the terms of the Note, Regions Bank has imposed the default rate of interest.

10. The Note specifically provides that Regions Bank shall be entitled to recover all costs of collection, including attorneys' fees and legal fees, incurred in connection with its efforts to collect the amounts due and owing under the Note.

11. As of June 16, 2010, the total amount due under the Note is \$493,129.57, which represents unpaid principal in the amount of \$491,484.50, plus accrued but unpaid interest in the amount of \$1,645.07. Interest continues to accrue at a per diem rate of \$71.67.

12. Additionally, Regions Bank has incurred, and continues to incur attorneys' fees and legal expenses in connection with the collection of amounts due and owing under the Note.

WHEREFORE, Regions Bank hereby prays for judgment against Curt D. Jones and Kay A. Jones in the total amount of \$493,129.57, plus interest thereon on June 16, 2010, at the per diem rate of \$71.67, plus all of Regions Bank's costs of collection, including attorneys' fees and legal expenses as provided in the Note, and for such other and further relief as this Court deems just and proper.

Dated: June 16, 2010

Respectfully submitted,

s/ Erika R. Barnes

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